hostile fire, and recovery may be had for damage resulting therefrom. *Way* v. *Abington Mut. Fire Ins. Co.*, 166 Mass. 67, 43 N. E. 1032, 55 Am. St. Rep. 379, 32 L. R. A. 608. But where property was damaged by soot and smoke from a defective stovepipe it is held there can be no recovery. *Cannon* v. *Phœnix Ins. Co.*, 110 Ga. 563, 35 S. E. 775. Where the policy stipulates against liability for loss caused by explosion, the insurer will nevertheless be liable if the explosion results from a hostile fire. *LaForce* v. *Williams City Ins. Co.*, 43 Mo. App. 518. Here the explosion is regarded as a proximate result of the peril insured against. But the opposite is true where the explosion results from a friendly fire. *Briggs* v. *North American Ins. Co.*, 53 N. Y. 446; *Mitchell* v. *Potomac Ins. Co.*, 183 U. S. 42. Here the explosion is the proximate cause of the loss.

INTOXICATING LIQUOR—SALE WITHOUT A LICENSE BY A SOCIAL CLUB—INTERPRETATION OF LICENSE STATUTES.—A *bona fide* social club sold liquor to its members without first obtaining a license. The State statute forbade a sale of liquor without a license. *Held*, the transaction was a sale within the meaning of the statute. *State* v. *Missouri Athletic Club* (Mo.), 170 S. W. 904. See NOTES, p. 382.

OFFICERS—DE JURE AND DE FACTO—DE JURE CLAIMANT'S RIGHT TO RECOVER FEES AFTER PAYMENT TO DE FACTO OFFICER.—A municipal corporation paid to a *de facto* officer the salary attached to his office, payment being made under decree of court. The *de jure* holder of the office then sought to recover his salary from the municipality. *Held*, he is entitled to recovery. *Baker* v. *Nashua* (N. H.), 91 Atl. 872.

By the weight of authority a *de jure* officer whose salary has been paid to a *de facto* claimant has no recourse except against the claimant himself. *Samuels* v. *Harrington*, 43 Wash. 603, 86 Pac. 1071, 117 Am. St. Rep. 1075. And the same decision has been reached even where it was known that the *de facto* officer's claim was contested, and that he was insolvent. *Commissioners* v. *Anderson*, 20 Kan. 298, 27 Am. Rep. 171. And even where both claimants were actually performing the duties of the office. *Walters* v. *Paducah* (Ky.), 123 S. W. 287.

It would seem that the majority rule is not in harmony with the legal principles applied in other cases involving the rights of *de facto* and *de jure* officers to salary and other profits. The *de jure* officer's right to his salary does not depend upon his performing the duties of the office, and he may recover salary and fees paid to the *de facto* officer by proceeding against such officer himself. *U. S. ex rel. Crawford* v. *Addison*, 6 Wall. 291. This rule is applied even where the *de facto* officer acts in good faith, or under a judgment of court; but in such case the *de facto* officer is allowed the actual expenses of performing the duties of the office. *Sandoval* v. *Albright*, 14 N. M. 345, 93 Pac. 717; *Lawrence* v. *Wheeler*, 90 Kan. 669, 136 Pac. 315. Under similar circumstances, however, a *de facto* officer who could have been penalized for failing to perform the duties of the office was allowed to retain the fees already received. Five judges dissented from this decision. *Stuhr* v. *Curran*, 44 N. J. L. 181, 43 Am. Rep. 353.

On the other hand the *de facto* officer can not compel the municipality (or the State treasurer) to pay him any salary for the time he has actually filled the office, even where there was no *de jure* officer to claim the compensation. *Garfield Township* v. *Crocker*, 63 Kan. 272, 65 Pac. 273; *Dolliver* v. *Parks*, 136 Mass. 499. But a number of courts have refused to carry the doctrine so far, and have allowed a *de facto* officer to recover where there was no *de jure* claimant. *Elledge* v. *Wharton*, 89 S. C. 113, 71 S. E. 657.

Since, then the *de jure* officer is entitled to the proceeds of his office, even though another performs its duties; and since the *de facto* officer is in general not entitled to the proceeds, either from the municipality or against the rightful incumbent, it would seem that payment to the *de facto* officer is voluntary and in violation of the rights of the *de jure* officer; and the latter should not, by an act to which he is not a party, be compelled to seek redress from a stranger. *Andrews* v. *Portland*, 79 Me. 484, 10 Atl. 458, 10 Am. St. Rep. 280 (and note); *State* v. *Carr*, 129 Ind. 44, 28 N. E. 88, 28 Am. St. Rep. 163, 13 L. R. A. 177.

STATUTES—CONVEYANCES AND INCUMBRANCES.—A statute provided that a married woman should have complete use and control of her separate property, except that she should have no power to convey or incumber her real estate unless joined by her husband. A married woman leased her real estate without a joinder by her husband. *Held*, the lease was neither a conveyance nor an incumbrance within the meaning of the statute. *Spiro* v. *Robertson* (Ind. App.), 106 N. E. 726.

A conveyance of realty is a transfer of the legal title from the owner to another by an appropriate instrument. See *Abendroth* v. *Town of Greenwich*, 29 Conn. 356, 365. At common law a married woman was prohibited from making a conveyance of her real property, and where a statute removes such disability and prescribes a method by which she may dispose of it, the provisions of the statute must be strictly complied with. *Scott* v. *Battle*, 85 N. C. 184, 39 Am. Rep. 694; *Bressler* v. *Kent*, 61 Ill. 426, 14 Am. Rep. 67. Notwithstanding this well settled principle, the majority of the cases under statutes prohibiting the wife from making a conveyance without a joinder by her husband have upheld the validity of a lease, though made without such joinder. *Sullivan* v. *Barry*, 46 N. J. L. (17 Vroom) 1; *Perkins* v. *Morse*, 78 Me. 17, 2 Atl. 130, 57 Am. Rep. 780. However, when the point has arisen in other connections the courts have seemingly without hesitation held a lease to be a conveyance. Thus it has been held that where a statute prohibits the husband to act as agent of the wife to convey her real estate, a lease by the husband is within the meaning of the statute. *Sanford* v. *Johnson*, 24 Minn. 172. Likewise where a statute requires conveyances to be acknowledged. *Carlton* v. *Williams*, 77 Cal. 90, 19 Pac. 185, 11 Am. St. Rep. 243. Where a municipal corporation made a lease in a manner different from that prescribed by its charter for making conveyances, the lease was held void. *Shriner* v. *Inhabitants of Town of Phillipsburg*, 58 N. J. L. (29 Vroom) 506, 33 Atl. 852. Many of the statutes under which the question has arisen have given the wife the free use and control of her property as if she were a *feme sole* without